

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

**YVONNE REYES,**  
**Plaintiff**

**v.**

**CITIGROUP INC. STD BENEFIT  
PLAN and METROPOLITAN  
LIFE INSURANCE COMPANY,**  
**Defendants**

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**CIVIL ACTION NO.  
3:14-cv-170**

**PLAINTIFF'S ORIGINAL COMPLAINT**

Yvonne Reyes complains that Metropolitan Life Insurance Company (MetLife), fiduciary of the Citigroup Inc. STD Benefit Plan wrongfully terminated her short-term disability benefits.

**I. PARTIES**

1. Plaintiff Yvonne Reyes is a resident of El Paso, El Paso County, Texas.
2. Defendant Citigroup Inc. STD Benefit Plan is the ERISA plan that is obligated to pay benefits to Reyes. The plan can be served by serving the Plans Administration Committee of Citigroup, Inc, 1 Court Square, 46<sup>th</sup> Floor, Long Island City, NY 11120.

3. Defendant MetLife is the named fiduciary responsible for conducting the full and fair review of a denied disability claim and paying or withholding disability benefits. MetLife can be served through its registered agent for service, CT Corporation System, 350 N. St. Paul St., Dallas, Texas 75201-4234.

## **II. JURISDICTION AND VENUE**

4. This lawsuit is based upon the denial of Reyes' claim for disability benefits by MetLife, fiduciary for the Citigroup STD plan, an ERISA benefit plan. Reyes had disability coverage as a result of her employment with Citigroup or one of its subsidiaries. This court has jurisdiction over this claim for wrongful denial of disability benefits under 29 U.S.C.A. 1132(e)(1) of the Employee Retirement Income Security Act of 1974 ("ERISA"). Venue is proper in the Western District of Texas, El Paso Division, in accordance with 29 U.S.C. 1132(e)(2) as MetLife and the plan's continued payment obligations are to Reyes at her home in El Paso, El Paso County, Texas.

## **III. STATEMENT OF FACTS**

5. Reyes was employed as a Assistant Manager for Citigroup. On May 16, 2013, she was unable to continue working because of a right shoulder partial rotator cuff tear and right shoulder impingement causing chronic pain in her shoulder and numbness in her right hand. In June an EMG nerve study indicated moderate right carpal tunnel syndrome. Reyes submitted a claim for STD benefits under the plan and her STD benefits were initially approved.

6. Under the plan, short-term disability (STD) benefits are paid up to a maximum of 13 weeks. MetLife is the claims administrator of the STD benefit plan and Citigroup funds STD benefits. If a plan participant receiving STD benefits cannot return to work after 13 weeks, she can transition to long-term disability (LTD) benefits under a MetLife group disability policy. MetLife underwrites the LTD benefits. The plan requires that the participant be approved for STD benefits for the maximum period (13 weeks) in order to apply for LTD benefits. Reyes' would have received STD benefits for the maximum period on August 14, 2013.

7. Despite the fact that she still had pain with movement of her right shoulder and numbness in her right hand, the reasons for which were verified by clinical testing, MetLife terminated her STD benefits on July 27, 2013, nineteen days before the maximum period. MetLife sent a notice letter to Reyes dated September 3, 2013 advising her that her benefits had been terminated because she had provided insufficient clinical proof that she was unable to perform her prior work as an assistant manager.

8. Reyes timely appealed, indicating that her physicians had imposed work restrictions that rendered it impossible for her to perform her job duties.

9. Nevertheless, MetLife denied her appeal by letter dated November 14, 2013, indicating that despite her rotator cuff tear and hand numbness, she could return to work as an assistant manager for Citigroup.

10. It was an abuse of discretion for MetLife to terminate Reyes' benefits on July 27, 2013.

#### **IV. CAUSES OF ACTION UNDER ERISA**

11. Reyes brings this cause of action for STD benefits and a declaration of her right to submit a claim for long-term disability benefits under 29 U.S.C.A. §1132(a)(1)(B) of ERISA. The plan fiduciary, MetLife, abused its discretion in terminating Reyes' STD benefits effective July 27, 2013.

#### **V. RELIEF REQUESTED**

##### **STD Benefits**

12. Reyes is owed additional STD benefits of \$1,875.73 for the remaining STD benefit period from July 27, 2013 until August 14, 2013.

##### **Remand for Consideration of LTD Benefits**

13. Since Reyes is required to go through the administrative claims process before making a claim for LTD benefits in a lawsuit, she is prevented from making a claim for LTD benefits here. She has been prevented from submitting a claim for LTD benefits because a condition of submitting a claim for LTD benefits is that a claimant was approved for STD benefits for the maximum period. Therefore, Reyes asks that she be approved for STD benefits for the maximum period, i.e. a ruling that MetLife abused its discretion in terminating her STD benefits nineteen days prior to the maximum period, and a declaration that she can submit a claim for LTD benefits with MetLife. In addition to the grant of

\$1875.73 in STD benefits, Reyes prays that this matter be remanded to MetLife for consideration of LTD benefits.

**VI. ATTORNEY'S FEES**

14. Reyes prays for her attorney's fees and costs under 29 U.S.C.A. 1132(g).

**PRAYER**

Wherefore, premises considered, Reyes prays for STD benefits in the amount of \$1875.73, any other additional benefits granted by the plan to participants receiving STD benefits (such as pension credits and reduced health care premiums), a remand to MetLife for consideration of LTD benefits, and attorney's fees. Also, Reyes prays for pre-judgment interest at the maximum rate allowed by law, post-judgment interest, and for such other and further relief, both at law and in equity, to which she may show herself to be justly entitled.

Respectfully Submitted,

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